SALES — CONDITIONAL SALES — EFFECT ON SELLER'S TITLE OF TRANSFER OF NOTE GIVEN FOR PRICE. — Under a contract of conditional sale, the plaintiff delivered an automobile, and took a promissory note for the unpaid balance of the price. He assigned the note to a bank, as collateral security for a loan. *Held*, that the assignment of the note vested an absolute title in the buyer. *Winton Motor Carriage Co.* v. *Broadway Automobile Co.*, 118 Pac. 817 (Wash.). See NOTES, p. 462.

SPECIFIC PERFORMANCE — LEGAL CONSEQUENCES OF RIGHT OF SPECIFIC PERFORMANCE — EFFECT OF OPTION TO PURCHASE. — A. leased land to B., giving him an option to purchase at any time within five years on notifying A. or "his legal representative." A. died intestate, and B. notified A.'s administratrix of his intention to exercise his option. *Held*, that this notice is sufficient. *Rockland-Rockport Lime Co.* v. *Leary*, 203 N. Y. 469.

This case, although affirming the decision of the Appellate Division on the ground that the phrase "legal representative" in the option meant the administratrix, expresses a strong opinion that the lower court was in error in regarding the option as working an equitable conversion *ab initio*. See 23 HARV. L. REV. 70.

STATUTE OF FRAUDS — PART PERFORMANCE — RETENTION OF POSSESSION. — The plaintiff, while in possession of land of the defendant's testator as tenant at will, made an oral contract with him for the purchase of the land and continued in possession. *Held*, that the retention of possession renders evidence of the parol contract admissible, and if possession was retained under the contract, the plaintiff is entitled to specific performance. *O'Donnell* v. *O'Donnell*, 11 N. S. W. 340 (C. J. in Eq.).

The general rule unquestionably is that equity will take an oral agreement for the sale of land out of the Statute of Frauds on the ground of part performance only when the acts of part performance are referable exclusively to the existence of an agreement for the transfer of an interest in that land. *Frame* v. *Dawson*, 14 Ves. Jr. 386; *Phillips* v. *Thompson*, 1 Johns. Ch. (N. Y.) 131. The reason assigned for this requirement is that acts which might have been done with another view cannot properly be said to be done by way of part performance of the alleged agreement. See 2 STORY, EQUITY JURISPRUDENCE, 13 ed., § 762. In applying the rule, the distinction almost universally made between the act of taking and that of merely continuing to hold possession seems sound on principle, the latter act, if unaccompanied by other circumstances, being clearly equivocal. *Emmel* v. *Hayes*, 102 Mo. 186, 14 S. W. 209. See *Wills* v. *Stradling*, 3 Ves. Jr. 378, 381; *Morphett* v. *Jones*, 1 Swanst. 172, 181. The decision in the present case, therefore, would seem to be difficult of justification, since, while sanctioning and professing to follow cases which adopt the general rule, it not only repudiates the above distinction, but lays down a principle inconsistent with the reason on which the general rule is based.

STATUTES — IMPEACHMENT OF STATUTES — READING AND RECONSIDERATION. — A state constitution required that every bill be read on three different days in each house. The Senate rules provided that a motion to reconsider any bill could be made within two days after its passage. Bills identical in title and matter were introduced in both houses simultaneously. The House bill after passage was substituted for the Senate bill at its third reading. The Senate passed it, reported its passage to the House, and sent it to a joint committee for transmission to the Governor. Within two days the Senate moved to reconsider the bill, but failed to regain possession of it from either the House, the Governor, or the Secretary of State. *Held*, that the bill is now law. *Smith* v. *Mitchell*, 72 S. E. 755 (W. Va.).

One judge dissents upon the ground that the bill had only been read once in the Senate. But an amendment or a change in the number of a bill does not require three new readings. *Capito* v. *Topping*, 65 W. Va. 587, 64 S. E. 845; *Allopathic State Board of Medical Examiners* v. *Fowler*, 50 La. Ann. 1358, 24 So. 809. It seems somewhat technical to say that this bill did not have the required number. *Archibald* v. *Clark*, 112 Tenn. 532, 82 S. W. 310. A second and stronger ground for the dissent is that the Senate should have been allowed to reconsider its vote according to its rule. The majority feel that the Senate had lost control of the bill. A governor, within stated limits, can withdraw his approval from a bill so long as he keeps possession of the paper. *People* v. *Hatch*, 19 Ill. 283; *People* v. *McCullough*, 210 Ill. 488, 71 N. E. 602. Some authorities apparently rest the power of a legislative body upon the same criterion. *Wolfe* v. *McCaull*, 76 Va. 876. See JEFFERSON, MANUAL, § 43. Others carry a clear implication that, within the time allowed for reconsideration, possession of the bill may be regained if properly applied for. See *People* v. *Devlin*, 33 N. Y. 269, 287; CUSHING, LAW AND PRACTICE OF LEGISLATIVE ASSEMBLIES, 2 ed., §§ 1274, 2394 *et seq.* To allow the Senate to get the bill back from the Governor would apparently curtail the time allotted him for consideration of the bill. W. VA. CONST., Art. 7, § 14.

TRADE-MARKS AND TRADE-NAMES — PROTECTION APART FROM STATUTE — PARTICIPATION IN ILLEGAL ENTERPRISE AS BAR TO RELIEF AGAINST UNFAIR COMPETITION. — The defendant sold medicinal preparations under a description calculated to produce the impression that they were products of the plaintiff. The plaintiff was violating the law forbidding stock corporations to practise medicine or conduct hospitals. *Held*, that the plaintiff is entitled to an injunction. *World's Dispensary Medical Association* v. *Pierce*, 96 N. E. 738 (N. Y.).

An injunction will issue against selling goods in a manner likely to deceive the public as to the proprietorship of the goods, although the plaintiff's description may not be the subject of trade-mark. *Croft* v. *Day*, 7 Beav. 84; *Sterling Remedy Co.* v. *Spermine Medical Co.*, 112 Fed. 1000. The basis of the relief is not the fraud upon the public but the unfair competition with the plaintiff through the deception of the public. See 4 HARV. L. REV. 321. Relief is refused if the plaintiff is guilty of misconduct relating to the subject matter of the controversy. Thus misrepresentation as to the composition, the manufacturer, or place of manufacture, of the goods, or the existence of a patent upon them, is a bar. *Worden* v. *California Fig Syrup Co.*, 187 U. S. 516, 23 Sup. Ct. 161; *Manhattan Medicine Co.* v. *Wood*, 108 U. S. 218, 2 Sup. Ct. 436; *Preservaline Mfg. Co.* v. *Heller Chemical Co.*, 118 Fed. 103. But misconduct in collateral matters is no bar. *Mossler* v. *Jacobs*, 66 Ill. App. 571. For in applying the doctrine of clean hands the court cannot go outside of the precise matter in litigation. See 1 POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 399. The sale of other articles with fraudulent representations is collateral. *Shaver* v. *Heller & Merz Co.*, 108 Fed. 821. So is participation in a combination in restraint of trade. *Cf. General Electric Co.* v. *Re-New Lamp Co.*, 128 Fed. 154; *Cœur d'Alene Consolidated and Mining Co.* v. *Miners' Union*, 51 Fed. 260. In the principal case, the illegality had no immediate or necessary relation to the sale of the goods.

TRADE UNIONS — IN GENERAL — LEGALITY AT COMMON LAW. — The defendant, who was believed to be totally incapacitated by accident from following his employment, received from his union a sum of money which he agreed to refund in case of recovery. The defendant recovered and refused to return the money. The union officials brought suit upon the agreement.